

EXHIBIT 2

TIME (local) OF OBSERVATION RIVER		TEMP	PRECIPITATION	STANDARD TIME IN USE	
		4:00 PM	4.20 PM	MST	
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE	
		FL	FL	FL	

C. Cracked by rough ice.	E. Ice gauge below gage.
F. But span of gage.	F. Short ice.
G. Surface of smooth ice.	G. Floating ice.
H. Ice gauge above gage.	H. Pool stage.

A2		Pima		RIVER	
TIME (LOCAL) OF OBSERVATION		TEMP.	PRECIPITATION	STANDARD TIME IN USE	
		4:00 A.M.	4:00 P.M.	MST	
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE	
				NORMAL POOL STAGE	
		ft.	ft.	ft.	

A. Obstructed by rough ice.
B. Frozen, but open at gorge.
C. 6' per surface of smooth ice.
D. Ice gorge above area.
E. Ice gorge below gorge.
F. Shore ice.
G. Floating ice.
H. Part of ...

STATION INDEX NO.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

STATE		COUNTY		RIVER		(7-89)	
TIME (local) OF OBSERVATION		TEMP.		PRECIPITATION		STANDARD TIME IN USE	
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE	
TEMPERATURE F.		PRECIPITATION		WEATHER (Calendar Day)		RIVER STAGE	
24 HRS. ENDING AT OBSERVATION		24-HR AMOUNTS		At Gage		Mark "X" for all types occurring each day.	
DATE		Rain, melted snow, etc. (meas. and recorded in in.)		Snow, ice pellets (meas. and recorded in in.)		Snow, ice pellets (meas. and recorded in in.)	
MAX.		MIN.		OBSN.		A.M.	
NOON		P.M.		10 P.M.		11 P.M.	
1		2		3		4	
5		6		7		8	
9		10		11		12	
13		14		15		16	
17		18		19		20	
21		22		23		24	
25		26		27		28	
29		30		31		32	
33		34		35		36	
37		38		39		40	
41		42		43		44	
45		46		47		48	
49		50		51		52	
53		54		55		56	
57		58		59		60	
61		62		63		64	
65		66		67		68	
69		70		71		72	
73		74		75		76	
77		78		79		80	
81		82		83		84	
85		86		87		88	
89		90		91		92	
93		94		95		96	
97		98		99		100	
101		102		103		104	
105		106		107		108	
109		110		111		112	
113		114		115		116	
117		118		119		120	
121		122		123		124	
125		126		127		128	
129		130		131		132	
133		134		135		136	
137		138		139		140	
141		142		143		144	
145		146		147		148	
149		150		151		152	
153		154		155		156	
157		158		159		160	
161		162		163		164	
165		166		167		168	
169		170		171		172	
173		174		175		176	
177		178		179		180	
181		182		183		184	
185		186		187		188	
189		190		191		192	
193		194		195		196	
197		198		199		200	
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205		206		207		208	
209		210		211		212	
213		214		215		216	
217		218		219		220	
221		222		223		224	
225		226		227		228	
229		230		231		232	
233		234		235		236	
237		238		239		240	
241		242		243		244	
245		246		247		248	
249		250		251		252	
253		254		255		256	
257		258		259		260	
261		262		263		264	
265		266		267		268	
269		270		271		272	
273		274		275		276	
277		278		279		280	
281		282		283		284	
285		286		287		288	
289		290		291		292	
293		294		295		296	
297		298		299		300	
301		302		303		304	
305		306		307		308	
309		310		311		312	
313		314		315		316	
317		318		319		320	
321		322		323		324	
325		326		327		328	
329		330		331		332	
333		334		335		336	
337		338		339		340	
341		342		343		344	
345		346		347		348	
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353		354		355		356	
357		358		359		360	
361		362		363		364	
365		366		367		368	
369		370		371		372	
373		374		375		376	
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425		426		427		428	
429		430		431		432	
433		434		435		436	
437		438		439		440	
441		442		443		444	
445		446		447		448	
449		450		451		452	
453		454		455		456	
457		458		459		460	
461		462		463		464	
465		466		467		468	
469		470		471		472	
473		474		475		476	
477		478		479		480	
481		482		483		484	
485		486		487		488	
489		490		491		492	
493		494		495		496	
497		498		499		500	
501		502		503		504	
505		506		507		508	
509		510		511		512	
513		514		515		516	
517		518		519		520	
521		522		523		524	
525		526		527		528	
529		530		531		532	
533		534		535		536	
537		538		539		540	
541		542		543		544	
545		546		547		548	
549		550		551		552	
553		554		555		556	
557		558		559		560	
561		562		563		564	
565		566		567		568	
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573		574		575		576	
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581		582		583		584	
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589		590		591		592	
593		594		595		596	
597		598		599		600	
601		602		603		604	
605		606		607		608	
609		610		611		612	
613		614		615		616	
617		618		619		620	
621		622		623		624	
625		626		627		628	
629		630		631		632	
633		634		635		636	
637		638		639		640	
641		642		643		644	
645		646		647		648	
649		650		651		652	
653		654		655		656	
657		658		659		660	
661		662		663		664	
665		666		667		668	
669		670		671		672	
673		674		675		676	
677		678		679		680	
681		682		683		684	
685		686		687		688	
689		690		691		692	
693		694		695		696	
697		698		699		700	
701		702		703		704	
705		706		707		708	
709		710		711		712	
713		714		715		716	
717		718		719		720	
721		722		723		724	
725		726		727		728	
729		730		731		732	
733		734		735		736	
737		738		739		740	
741		742		743		744	
745		746		747		748	
749		750		751		752	
753		754		755		756	
757		758		759		760	
761		762		763		764	
765		766		767		768	
769		770		771		772	
773		774		775		776	
777		778		779		780	
781		782		783		784	
785		786		787		788	
789		790		791		792	
793		794		795		796	
797		798		799		800	
801		802		803		804	
805		806		807		808	
809		810		811		812	
813		814		815		816	
817		818		819		820	
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825		826		827		828	
829		830		831		832	
833		834		835		836	
837		838		839		840	
841		842		843		844	
845		846		847		848	
849		850		851		852	
853		854		855		856	
857		858		859		860	
861		862		863		864	
865		866		867		868	
869		870		871		872	
873		874		875		876	
877		878		879		880	
881		882		883		884	
885		886		887		888	
889		890		891		892	
893		894		895		896	
897		898		899		900	
901		902		903		904	
905		906		907		908	
909		910		911		912	
913		914		915		916	
917		918		919		920	
921		922		923		924	
925		926		927		928	
929		930		931		932	
933		934		935		936	
937		938		939		940	
941		942		943		944	
945		946		947		948	
949		950		951		952	
953		954		955		956	
957		958		959		960	
961		962		963		964	
965		966		967		968	
969		970		971		972	
973		974		975		976	
977		978		979		980	
981		982		983		984	
985		986		987		988	
989		990		991		992	
993							

11/11/71	LEMMING ST. VALLEY	370
(DATE)	(COUNTY)	(PAGES)

Characterized by rough lvs.
 E. lvs. gorges below gorges
 F. Shave lvs.
 G. Floating lvs.
 H. lvs. entire or smooth lvs.

A. Obstructed by rough ice.	E. Ice gets below gauge.
B. Frozen, but open at gauge.	F. Shore ice.
C. Ice, per surface of smooth ice.	G. Floating ice.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

STATION		NAME OF OBSERVATION RIVER		TEMP.		PRECIPITATION		STANDARD TIME IN USE		RIVER	
#2		#1		#1 in m		#1 in m		#1 in m		#1 in m	
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE					
TEMPERATURE F.		24-HR. ENDING AT OBSERVATION		AT OBSN.		24-HR. AMOUNTS		At 01		PRECIPITATION	
DATE		MAX.		MIN.		Rain, melted snow, etc. (line. and hundredths)		Snow, ice pellets (line. and hundredths)		Snow, ice pellets (line. and hundredths)	
1		3.2		1.3		25		189		19"	
2		5.0		1.6		45					
3		3.0		3.8		45					
4		4.4		3.4		41					
5		5.2		3.3		48					
6		2.7		3.2		51					
7		5.6		3.2		49					
8		5.5		3.4		49					
9		5.7		3.1		54					
10		5.5		3.1		54					
11		5.9		3.7		50					
12		5.3		3.7		53					
13		5.6		3.3		47					
14		5.8		3.3		55					
15		5.7		3.4		50					
16		5.5		3.6		53					
17		5.4		3.7		48					
18		5.4		3.4		51					
19		5.4		3.4		51					
20		6.4		3.8		60					
21		6.2		3.9		55					
22		6.1		4.0		53					
23		5.7		3.7		52					
24		6.2		3.7		47					
25		4.0		3.4		38					
26		4.9		3.5		39					
27		5.1		3.0		49					
28		5.6		3.6		49					
29		5.1		3.3		47					
30		5.5		3.3		45					
31		4.9		3.2		43					
32		4.9		3.2		43					
33		4.9		3.2		43					
34		4.9		3.2		43					
35		4.9		3.2		43					
36		4.9		3.2		43					
37		4.9		3.2		43					
38		4.9		3.2		43					
39		4.9		3.2		43					
40		4.9		3.2		43					
41		4.9		3.2		43					
42		4.9		3.2		43					
43		4.9		3.2		43					
44		4.9		3.2		43					
45		4.9		3.2		43					
46		4.9		3.2		43					
47		4.9		3.2		43					
48		4.9		3.2		43					
49		4.9		3.2		43					
50		4.9		3.2		43					
51		4.9		3.2		43					
52		4.9		3.2		43					
53		4.9		3.2		43					
54		4.9		3.2		43					
55		4.9		3.2		43					
56		4.9		3.2		43					
57		4.9		3.2		43					
58		4.9		3.2		43					
59		4.9		3.2		43					
60		4.9		3.2		43					
61		4.9		3.2		43					
62		4.9		3.2		43					
63		4.9		3.2		43					
64		4.9		3.2		43					
65		4.9		3.2		43					
66		4.9		3.2		43					
67		4.9		3.2		43					
68		4.9		3.2		43					
69		4.9		3.2		43					
70		4.9		3.2		43					
71		4.9		3.2		43					
72		4.9		3.2		43					
73		4.9		3.2		43					
74		4.9		3.2		43					
75		4.9		3.2		43					
76		4.9		3.2		43					
77		4.9		3.2		43					
78		4.9		3.2		43					
79		4.9		3.2		43					
80		4.9		3.2		43					
81		4.9		3.2		43					
82		4.9		3.2		43					
83		4.9		3.2		43					
84		4.9		3.2		43					
85		4.9		3.2		43					
86		4.9		3.2		43					
87		4.9		3.2		43					
88		4.9		3.2		43					
89		4.9		3.2		43					
90		4.9		3.2		43					
91		4.9		3.2		43					
92		4.9		3.2		43					
93		4.9		3.2		43					
94		4.9		3.2		43					
95		4.9		3.2		43					
96		4.9		3.2		43					
97		4.9		3.2		43					
98		4.9		3.2		43					
99		4.9		3.2		43					
100		4.9		3.2		43					

Observed by: temp. sec.
1. Temp. 501 open at 501.
C. Upper surface of smooth sec.

E. Two groups below open.
F. Shore line.
G. F. line of sec.

SUPERVISING OFFICE

STATION INDEX NO.

REMARKS
(Specify observations, etc.)

ALLEN

TEMPERATURE F.

24-HR. ENDING AT	AT	24-HR. AVERAGE	AT
1	45	26	41
2	43	30	26
3	33	15	25
4	33	23	35
5	30	26	46
6	30	30	47
7	32	32	51
8	29	30	50
9	32	32	39
10	26	35	42
11	25	42	43
12	29	43	51
13	28	51	53
14	33	53	54
15	35	54	54
16	40	57	57
17	35	52	52
18	38	56	58
19	37	58	59
20	43	59	60
21	42	60	61
22	42	61	62
23	36	62	63
24	36	63	64
25	27	64	65
26	26	65	66
27	27	66	67
28	26	67	68
29	26	68	69
30	26	69	70
31	26	70	71
32	26	71	72
33	26	72	73
34	26	73	74
35	26	74	75
36	26	75	76
37	26	76	77
38	26	77	78
39	26	78	79
40	26	79	80
41	26	80	81
42	26	81	82
43	26	82	83
44	26	83	84
45	26	84	85
46	26	85	86
47	26	86	87
48	26	87	88
49	26	88	89
50	26	89	90
51	26	90	91
52	26	91	92
53	26	92	93
54	26	93	94
55	26	94	95
56	26	95	96
57	26	96	97
58	26	97	98
59	26	98	99
60	26	99	100

PRECIPITATION

24-HR. ENDING AT	AT	24-HR. AVERAGE	AT
1	0.02	0.02	0.02
2	0.02	0.02	0.02
3	0.02	0.02	0.02
4	0.02	0.02	0.02
5	0.02	0.02	0.02
6	0.02	0.02	0.02
7	0.02	0.02	0.02
8	0.02	0.02	0.02
9	0.02	0.02	0.02
10	0.02	0.02	0.02
11	0.02	0.02	0.02
12	0.02	0.02	0.02
13	0.02	0.02	0.02
14	0.02	0.02	0.02
15	0.02	0.02	0.02
16	0.02	0.02	0.02
17	0.02	0.02	0.02
18	0.02	0.02	0.02
19	0.02	0.02	0.02
20	0.02	0.02	0.02
21	0.02	0.02	0.02
22	0.02	0.02	0.02
23	0.02	0.02	0.02
24	0.02	0.02	0.02
25	0.02	0.02	0.02
26	0.02	0.02	0.02
27	0.02	0.02	0.02
28	0.02	0.02	0.02
29	0.02	0.02	0.02
30	0.02	0.02	0.02
31	0.02	0.02	0.02
32	0.02	0.02	0.02
33	0.02	0.02	0.02
34	0.02	0.02	0.02
35	0.02	0.02	0.02
36	0.02	0.02	0.02
37	0.02	0.02	0.02
38	0.02	0.02	0.02
39	0.02	0.02	0.02
40	0.02	0.02	0.02
41	0.02	0.02	0.02
42	0.02	0.02	0.02
43	0.02	0.02	0.02
44	0.02	0.02	0.02
45	0.02	0.02	0.02
46	0.02	0.02	0.02
47	0.02	0.02	0.02
48	0.02	0.02	0.02
49	0.02	0.02	0.02</

EXHIBIT 3

Titan Towers, LLC
P.O. Box 6972
Abilene, Texas 79608
(915) 692 2517
(915) 692 7749 FAX

December 22, 1997

Ms. Arlene Stevens
President
Sungilt Broadcasting, Inc.
2309 N. Hampton Street
Tucson, Arizona 85719

Dear Ms. Stevens,

This letter is to confirm my conversation last week with Mr. Glen Isaacs regarding the communications tower site at Mt. Bigelow near Tucson, Arizona. Until the company was sold in October, 1996, I was the Vice President of Marketing and Operations of Prime Communication Sites, LLC ("Prime"). Prime owned the Mt. Bigelow site from January, 1994 until October, 1996 and I was directly involved with the operation and maintenance of the Mt. Bigelow site for most of that time. In addition, I resided in Tucson from 1974 through 1995 and have had ample opportunity to visit and inspect the Mt. Bigelow site during all seasons and conditions during the course of a year.

Typically, the site is inaccessible to all traffic except by Snow Cat or snowmobile between November and February every year. The period varies from year to year depending on the length and severity of the winter. The site is in the Coronado National Forest and is controlled by the U.S. Forest Service. Each year at the beginning of November, the Forest Service closes and locks a gate at the entry to the access road to the site and the gate remains locked until the end of the snow season due to snow and hazardous conditions. In some years the site has had snow accumulations as deep as four feet. Only authorized personnel are permitted at the site during this time. To my knowledge, the site was inaccessible to normal wheeled traffic from mid-November, 1996 until mid-April, 1997 during the winter of 1996-97, a particularly severe winter.

Because of high winds, ice, and snow, only emergency maintenance work is done during the winter months, and it would be extremely inadvisable to attempt to do any type of antenna or waveguide installations at that time. I hope that this information will be of assistance to you. Please do not hesitate to contact me if you have any questions.

Best Regards,



David D. Baker
Marketing Manager

EXHIBIT 4

DECLARATION OF GLEN H. ISAACS

I, Glen H. Isaacs, have been retained by applicant Sungilt Corporation to assist in preparation of this petition for reconsideration. I make this declaration in support of said petition.

1. On or about December 16, 1997, I had a telephone conversation with Forest Technician Steve Hensel of the United States Forest Service, Coronado National Forest. Mr. Hensel informed me that he is the ranger who is personally charged with locking the gate to the access road leading from a county road to the television transmitter sites atop Mt. Bigelow above Tucson, Arizona. Mr. Hensel lives near the transmitter site.

2. In our telephone conversation, Mr. Hensel stated that he recalled closing the access road shortly before Halloween, 1996, because of a very heavy snowfall. He did not recall if it was opened subsequently before December. He recalled that December brought heavy snows to Mt. Bigelow. He recalled that from December until the middle of April, 1997, the access road was closed because of ice.

3. Mr. Hensel stated that the access road "outslopes," or has a reverse bank, and that the grade is 7 to 8 percent.

4. Mr. Hensel stated that the weather for the summit of Mt. Bigelow is unpredictable and can change totally within twenty-four hours.

5. When I spoke with Mr. Hensel's office on Friday, December 19, 1997, to arrange for a written statement, I was informed that he was not available because the electric range at his home on the mountain had failed and that he was in town shopping for a replacement and hoping to bring it back up the mountain before an eminent snowstorm arrived.


GLEN H. ISAACS, ESQ.

EXHIBIT 5

Exhibit 5
Sheriff's Department Deputy

I, Arlene Stevens, declare under oath as follows:

On or about December 22, 1997, Eric Johnson, a Deputy Sheriff for Pima County Arizona, station at the Mt. Lemmon Station in the Catalina Mountains, advised Sungilt as follows.

He was familiar with the Mt. Bigelow broadcast transmission site and was on duty there during the Winter of 1996. Access to the site is via Mt. Lemmon Highway (also called Catalina highway and General Hitchcock Rd.).

During the Winter Season, weather conditions, particularly snow and ice historically required that Mt. Lemmon Highway be closed for extended periods of time, generally encompassing the entire Winter season. As deputy in charge, it was his responsibility to decide when to close the road for safety reasons. Since road closures are not law enforcement violations, the Department does not keep records of the closures. His recollection were that there were several extended closures of Mt. Lemmon Highway during last winter.

He stated is that the unpaved, narrow, dirt, non-maintained access road from Milepost 20 to the broadcast transmission site controlled by the U.S. Forest Service was completely closed (i.e., gated and locked) to all traffic all Winter, from late October to the middle of April 1997.

December -26, 1997

Arlene T. Stevens

EXHIBIT 6

.COMMUNICATIONS SITE LEASE AGREEMENT

In consideration of the covenants herein contained between Prime Communication Sites, L.L.C. and/or Prime Communication Sites Holding, L.L.C., having an address at P.O. Box 6972, Abilene, Texas 79608, (hereinafter referred to as "Lessor" and applicable only as to a Site owned by that particular Lessor entity) and Sungilt Communications, Inc., having an address at 2919 E. Broadway, Tucson, Az 85716, (hereinafter referred to as "Lessee") the parties agree as follows:

Lessor does hereby lease unto Lessee radio antenna space on Lessor's Site located at Mt. Bigelow, Arizona together with access thereto. The property to be installed and maintained by Lessee at Lessee's expense on Lessor's Site is described as follows:

- A. Equipment of Lessee and its Location on Lessor's Tower and Ground Site as described on Exhibit A, attached, and as shown on the diagram attached to Exhibit A which shall be approved by Lessor prior to Lessee's installation.
- B. Equipment Building: Lessee will have the use of 48 square feet in Lessor's Equipment Building which is located near the base of the Tower in which to place Lessee's equipment, as such leased space in Lessor's Equipment Building is designated on the diagram attached to Exhibit A.

1. **TERM AND RENTAL:** The term of this Lease Agreement shall be for a period of 5 year(s) commencing upon the date installation of Lessee's equipment begins or on December 1, 1996, whichever occurs earlier, at a monthly Rental Rate of \$2,500.00 for the first year. This Rental Rate will be increased annually effective on the anniversary of the effective date of this Agreement each year by three percent (3%). Upon delivery to Lessee of Lessor's calculation of such increase, Lessee shall pay any such increase with the monthly Rent payment for the next month. In addition to the monthly Rental Rate, Lessee shall pay Lessor if, and when due, any sales, use or other taxes or assessments which are assessed or due by reason of this Lease Agreement and/or Lessee's use of the Antenna Site hereunder.

1.1. This Lease Agreement shall be automatically extended for 3 additional terms of 5 years each ("Renewal Terms"), upon the same terms and conditions found herein. Lessee may elect not to extend this Lease Agreement as to any Renewal Term by giving written notice to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or the expiration of the preceding Renewal Term, as the case may be. The Initial Term together with any Renewal Terms are collectively referred to herein as the "Term". Notwithstanding anything to the contrary above, the Term shall in no event extend for any period in excess of the term of Lessor's site ground lease or access thereto.

2. **SECURITY DEPOSIT:** Lessee agrees to deposit \$ N/A with Lessor as Security Deposit at lease execution. This Security Deposit is non-refundable for the term of this Lease Agreement, and shall be security for the performance of Lessee's obligations hereunder. Said sum may, at Lessor's option, be applied to satisfy any such obligation which may be in default, but the making of such deposit shall not excuse Lessee from any such obligation. Any portion of said sum which has not been so applied by Lessor will be returned to Lessee at the expiration of this Lease Agreement.

3. **TITLE:** Lessee shall have no right, title or interest in the Site except the non-exclusive use thereof as expressly set forth in this Lease Agreement.

4. **INVOICING:** Lessor may, as a convenience to Lessee, furnish to Lessee an invoice stating the amount of rental and additional charges, if any, due by Lessee for the next succeeding rental period. The failure or omission of Lessor to furnish to Lessee such invoice shall not relieve the Lessee from the requirement to make full and timely payment of rentals as herein required.

5. **LATE CHARGES:** In the event any payment due hereunder shall remain unpaid for a period of ten (10) days or more after the due date of such payment, Lessor shall be entitled to a late charge in an amount equivalent to five percent (5%) of such late payment.

6. **ELECTRICITY:** Lessee shall be required to provide its own electricity at the Site. All installation and maintenance of same shall be at the sole risk and expense of the Lessee.

6.1. Lessee shall have the right to use the existing emergency stand-by generator(s) at the Antenna Site for an additional rental rate of (included) per month, however, Lessor makes no representations or warranties as to the fitness of such generator(s) for the Lessee's requirements.

7. **DEPOSITS, FEES AND TAXES:** In the event that the FCC, the U.S. Forest Service, any public utility, or any other agency requires or increases any fees and/or deposits in connection with the Lessee's use of the Site, Lessee agrees to pay said fees and/or deposits upon notice.

8. **PERMITS, LICENSES AND REGULATIONS:** Lessee agrees and understands that it is the Lessee's responsibility to abide by all federal, state and local rules and regulations pertaining to the operation of the Antenna Site and of Lessee's equipment; including without limitations, those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. Lessee agrees and understands that changes in rules and policies by agencies or persons other than Lessor that affect the operation or use of Lessee's equipment and of the Antenna Site are not the Lessor's responsibility. Lessee hereby represents that Lessee has obtained the necessary licenses and permits required to use said Antenna Site, or that Lessee will obtain said licenses or permits prior to any such use, and that he will promptly forward copies of said licenses and permits, and any subsequent modifications, to Lessor before use of Antenna Site. Lessee agrees to secure as necessary or appropriate from time to time, at Lessee's own expense all licenses and permits required by law. Notwithstanding that any of Lessee's licenses or permits to operate and use its equipment may be revoked or suspended by any licensing governmental board, agency or body, this Lease Agreement shall remain in full force and effect until expiration hereof.

9. **USE:** It is expressly agreed by Lessee and Lessor that: (1) While using the Site, Lessee shall be responsible for its proper operation in compliance with Federal Communications Commission ("FCC") rules; (2) Lessee hereby consents to the execution of agreements between Lessor and other parties eligible to share the Site, whereby such parties may utilize and share said Site with Lessee; and (3) Lessee represents that he has independently ascertained that the Site is adequate and proper for Lessee's intended use and has entered into this Lease Agreement based solely upon said independent investigation, and not by any representation by Lessor.

10. **COVERAGE AND INTERFERENCE:** Lessor makes no representations concerning the distance at which useable radio signals may be transmitted and received from the Site or location thereof. Lessee is hereby notified that the Site is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line and ignition noise, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies. The Lessor is not responsible for interference due to the above or other causes.

10.1. Lessee shall be responsible for taking such steps as may be necessary to prevent any spurious radiation or "objectionable interference" (as hereafter defined) with the broadcasting or transmission facilities of Lessor or other lessees on the Site caused by Lessee. If Lessee has not taken corrective measures within twenty-four (24) hours after Lessee has been notified that its equipment is causing objectionable interference, then Lessor may in addition to its other rights or remedies, at its discretion: (1) disconnect power to Lessee's equipment and/or (2) take corrective action and charge Lessee for all costs of labor and materials necessary to eliminate such interference and/or spurious radiation. If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to Lessor, Lessor may elect to terminate this Lease Agreement by giving Lessee written notice. Lessor or its designated representatives shall have the sole right, initially and during the term of this Lease Agreement, to (a) determine the location of the equipment on the Antenna Site, and (b) require Lessee to take whatever action is necessary to eliminate objectionable interference by Lessee's equipment with devices approved by Lessor to minimize spurious radiation. If Lessor requires the equipment to be moved (except as necessary or appropriate to reduce objectionable interference), Lessor shall be responsible for any reasonable costs of moving same.

10.2. Nothing contained in this Lease Agreement shall be deemed to entitle Lessee to the exclusive possession of any vertical span of space on the Antenna Site, it being the intention of the parties that the vertical span of space may be used by others at the direction of the Lessor provided no objectionable interference is caused to Lessee's radio transmission activity. It is understood and agreed that Lessor intends to and shall have the right to accommodate as many transmitters and/or receivers as possible at the Antenna Site, and in that connection it is understood and agreed that Lessor shall have the right at any time during the term of this Lease Agreement to locate the antenna or other equipment of other lessees within the same vertical space on the Antenna Site as Lessee may occupy, including the right to require the multiplexing or the transmission of another lessee or lessees provided no objectionable interference is caused to Lessee's transmission activities thereby and, provided, further, that Lessee is not put to any cost in connection therewith. For purposes of this Lease Agreement, objectionable interference shall be deemed to exist if: (1) a determination to that effect is made by an authorized representative of the FCC, or (2) a condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the FCC at the time in effect, or (3) there is a material impairment of sound, picture, data or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other lessees were transmitting from the Antenna Site or had any equipment at the Antenna Site, or (4) a lessee is prevented from using or having access to its equipment at reasonable and usual times to an extent to which interferes to a material degree with the operation and maintenance thereof, it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of new equipment by another lessee or by repairs to or maintenance of existing equipment of another lessee shall not be considered objectionable interference.

10.3. If appropriate to maintain safe or efficient operation of the Antenna Site, Lessee shall be required to participate in any transmitter and receiver combining and multicoupling systems operating from one or more antennas installed by Lessor.

11. **LESSEE'S MAINTENANCE AND REMOVAL OF EQUIPMENT AND COAXIAL CABLES:**

11.1. Lessee shall install only the equipment, (including antenna and transmission line) which has been approved by Lessor. The Lessee agrees that the installation will be done in a neat, workmanlike manner and in compliance with all applicable laws and regulations. All costs of the installation (including repair of damages caused thereby to Lessor's or other lessee's equipment) will be the responsibility of the Lessee. Any additional equipment, other than Lessee's equipment above first referenced herein, shall only be installed at Lessor's consent by amendment hereof.

11.2. Lessee shall be required to properly ground all antenna equipment at the uppermost location of its equipment on the Tower and properly ground its coaxial cable at the base of the Tower.

11.3. Lessor retains the right to paint all coaxial cables attached to the Tower, including Lessee's coaxial cable, as necessary, in order to prevent "black leg". In the event Lessor paints all coaxial cables, Lessee agrees to pay Lessor upon invoice for Lessee's prorata share of such expense incurred by Lessor.

11.4. Lessee is required to remove all of Lessee's equipment, including Lessee's coaxial cable and antennas, on or before the date of termination of this Lease Agreement at Lessee's sole risk and expense. In the event Lessee does not timely remove its equipment, antennas and coaxial cable as herein required, Lessor shall retain the Security Deposit as liquidated damages. If the actual costs of removal of Lessee's equipment, antennas and coaxial cable by Lessor exceed the Security Deposit, Lessee shall pay to Lessor the additional cost. All equipment, antennas and coaxial cable not by Lessee so timely removed shall be considered abandoned by Lessee and shall become the property of Lessor.

12. **INSPECTION AND ACCESS:** Lessor will provide Lessee unlimited access to Lessee's equipment at the Site for the purposes herein agreed and for complying with any reasonable request for inspection by representatives of the FCC. Lessee shall have access only to its own equipment and under no circumstances will Lessee gain access to other equipment located at the Site or allow anyone else access to equipment other than its own. Lessee will provide Lessor in writing the identity of the service company or individual who is authorized to have access to its equipment for maintenance and only those so named will be required to be admitted. Lessor shall be afforded unlimited access to Lessee's equipment for inspection purposes and Lessee shall furnish Lessor with a key to or the combination of any lock securing Lessee's equipment.

13. **COORDINATION OF INSTALLATION, REPAIR AND MAINTENANCE:** In the event of the need for installation, repair or maintenance of the Tower, Transmitter Building or other common facility, or of the equipment of Lessee or other lessees, and if such repair or maintenance is not of an emergency nature, then Lessor or other lessees shall have the right, upon ten (10) days notification to Lessee, to undertake such repair or maintenance at its convenience, or to require Lessee to do so, if the same relates to Lessee's equipment. Lessor and Lessee agree to try to coordinate such activities in such a manner as to minimize any downtime that may be caused to Lessee's operations, or to the operation of other lessees. Lessee agrees to reduce or shut down the power of its transmitter if necessary at a coordinated time so that such installation, repair or maintenance may take place.

14. **FAILURES AND MAINTENANCE:** Lessee is hereby notified and understands that the Site will not provide communications 100% of the time and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by Lessee prior to the

execution of this Lease Agreement, and such failures shall not constitute nonperformance or negligence on the part of Lessor. Lessor is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God or other conditions beyond its control. Any such interruption or termination of service shall not be considered as a breach of this Lease Agreement by Lessor. The Lessee at its own expense shall be totally responsible for any and all maintenance of its equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes beyond control of Lessor.

Lessee promises to notify Lessor in writing of each and every failure and/or malfunction on the part of the Lessor or Site not later than forty-eight (48) hours after the occurrence of such failure and/or malfunction.

15. **CASUALTY:** If the Antenna Site becomes completely untenable due to fire or other casualty and the equipment becomes inoperable for a period of at least sixty (60) days as a result thereof, either party may elect to terminate this Lease Agreement upon thirty (30) days' written notice to the other given prior to the completion of repairs.

As Lessee's sole recourse or remedy for such casualty, the monthly Rent shall be abated on a per diem basis while the equipment at the Antenna Site cannot be operated due to fire or other casualty. Without limiting the foregoing, Lessor shall not, under any circumstances, be responsible for any losses or damage to Lessee's equipment or loss of service from Lessee's equipment for any reason whatsoever including damage or loss caused by fire, theft, vandalism, lightning, loss of AC power by serving utility, loss of accessibility, lightning, power line surges, ground faults, excessive voltage, shut down of Antenna Site for necessary repairs or normal maintenance work, and any other causes. In the event of termination of this Lease Agreement, the monthly Rent shall be apportioned on a per diem basis and paid to the date of the fire or other casualty.

16. **TERMINATION OF LESSOR'S RIGHTS TO ANTENNA SITE:** In the event that any state, local or federal governmental agency causes the Antenna Site and/or its location to become unavailable, or Lessor's Site Ground Lease is terminated for any reason, Lessor shall have the right to either (i) terminate this Lease Agreement without liability to Lessee or (ii) subject to Lessee's approval, make another similar Antenna Site and/or location available on the same terms, in which event the change of Antenna Site and/or location shall not affect the obligations of Lessee.

17. **INSURANCE AND INDEMNITY:** Lessor provides no insurance on Lessee's equipment. Lessee agrees to furnish Lessor with Certificates of Insurance certifying that Lessee has agreed to the below specified insurance. Further, such Certificate of Insurance will name Lessor, and Lessor's mortgagee if requested, as an additional named insured on liability insurance with minimum coverage of:

Bodily Injury and/or Death: \$500,000.00 for injury or death to any one person, and \$1,000,000.00 for all injuries and/or death sustained by more than one person in any one occurrence; and

Property Damage: \$1,000,000.00 for damage as a result of any one accident.

Lessee and Lessor shall indemnify, defend and save harmless the other party and such parent company of the other party, its agents and employees of any of them ("Indemnitees") from and against any and all loss, damage, injury and liability for injury to or death of any person (including an employee of an Indemnitee), to include environmental claims; or for the loss of or damage to property (including

the property of an Indemnitee) or for loss or damage arising from attachments, liens, or claims of materialmen or laborers, or patent infringements, including claims and reasonable attorney's fees relating to any of the foregoing resulting from Lessee's occupancy or performance hereunder or Lessor's ownership of the Site, as applicable. This indemnity shall not apply to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Lease Agreement. The Lessor's rights to indemnification under the foregoing shall be independent of rights under the insurance to be provided herein.

18. HAZARDOUS MATERIALS: Lessee represents to Lessor, as part of the considerations recited herein that no part of the leased premises shall be used by Lessee for the disposal, storage, treatment, processing, manufacturing or other handling of any hazardous wastes, hazardous substance, asbestos or other materials (collectively, the foregoing are referred to herein as "Hazardous Materials") deemed hazardous or otherwise subject to any federal, state, county or municipal laws, statutes, codes, rules, regulations or ordinances pertaining to the use, handling, release, disposal, storage, treatment, processing or manufacturing of such Hazardous Materials or similar materials and substances (collectively, all such laws, etc. are referred to herein as "Environmental Laws").

Lessee expressly acknowledges and agrees that in the event any such contamination by Hazardous Materials shall hereafter occur, or shall hereafter be determined to have occurred arising out of or resulting from Lessee's occupancy, at, upon or from the leased premises, such occurrence of contamination shall be deemed, at Lessor's option, to constitute a default under this Lease Agreement. Lessee hereby covenants and agrees, further, that in the event of the occurrence of any such contamination arising from Lessee's occupancy of the leased premises by Hazardous Materials, or in the event of the determination that any such contamination of the property has occurred, Lessee shall be obligated, whether or not required by law, immediately to clean-up, remove, resolve, minimize the impact of or otherwise to remediate (any and all such activities being referred to generally as "Remediation") any such contamination of the property.

Lessee shall indemnify Lessor and Lessor's parent company for, and shall defend and hold Lessor harmless from and against, any and all liabilities, causes of action, demands, penalties, losses, costs and expenses, including, but not limited to, attorney's fees and costs of Remediation, which may be suffered, paid or incurred by Lessor with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release upon or from the leased premises of any Hazardous Materials or any contamination by Hazardous Materials, that may arise out of or result from the Lessee's use and occupancy of the leased premises.

19. DEFAULT: In the event of Lessee's default in the payment of Rent or in the Lessee's failure to comply with any other material provision of this Lease Agreement, Lessor may, at its option, (i) terminate this Lease Agreement without affecting its right to sue for all past due Rent and any other damages to which the Lessor may be entitled, and/or (ii) disconnect some or all of Lessee's equipment or otherwise prevent its use and/or remove same to Lessor's storage facility at Lessee's expense and hold same until all defaults are cured (without any liability therefor or reduction in monthly Rent), and (iii) in addition, be entitled to all other rights and remedies to which it is permitted under law or in equity. Should Lessor be entitled to collect Rent or damages and be forced to do so through its attorney or by some other legal procedures, Lessor shall, upon receipt of a favorable judicial ruling, be entitled to its reasonable costs and attorney's fees thereby incurred. After any disconnection of Lessee's equipment, Lessee shall be required to pay a reconnection fee of Two Hundred Fifty Dollars (\$250.00) prior to reconnection of Lessee's equipment.

20. **ASSIGNMENT:** Lessee may not assign, sell or transfer its rights hereunder without the express written consent of the Lessor. All rights of Lessor hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, with or without notice to Lessee, subject, however, to all of Lessee's rights under this Lease Agreement.

21. **SALE OR TRANSFER OF ANTENNA SITE:** If Lessor sells or transfers the Antenna Site, Lessor (or any successor who transfers its interest) shall, upon consummation of the sale or transfer, be released from any liability thereafter accruing under this Lease Agreement.

22. **ESTOPPEL:** Lessee shall at any time upon ten (10) days' prior written notice from Lessor execute, acknowledge and deliver to Lessor a statement in writing (a) certifying that this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification), and the date to which the Rent and other charges are paid in advance, if any, (b) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed, and (c) setting forth any prepaid Rent. Any such statement may be conclusively relied upon by any prospective purchaser, investor, lessee or encumbrancer of the Antenna Site.

23. **NOTICES:** Any notice, communication, request, demand, reply or advice (severally and collectively referred to as "Notice") in this Agreement required or permitted to be given, made or accepted must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States Mail, postage and fees prepaid, registered or certified, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of such party, in person or by commercial courier or (c) by regular mail, facsimile transmission, telegram or other commercially reasonable means addressed to the party to be notified. Notice sent by registered or certified mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after such deposit or as of earlier actual receipt. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of Notice, the address of the parties shall, until changed by written notice, be as follows:

LESSOR: Prime Communication Sites, L.L.C./
Prime Communication Sites Holding, L.L.C.
P.O. Box 6972
Arlene, Texas 79808
Telephone: (915) 677-7483
Facsimile: (915) 676-8687

LESSEE: Sungit Communications, Inc.
2919 E. Broadway
Tucson, Arizona 85716
Telephone: (520) 322 6888
Facsimile: (520) 881 7926

24. **GENERAL PROVISIONS:** The undersigned certifies that he has read and understands all of the terms and conditions of this Lease Agreement, and each party acknowledges receipt of a true copy hereof at the time of execution. All of the terms and conditions hereof are part of this Lease Agreement, and there are no express or implied warranties, modifications, or performance guarantees other than

those expressly stated herein. The parties hereto agree that no subsequent modification, warranty, or waiver shall become valid until and unless it is reduced to writing, and executed by Lessee and Lessor.

25. **AUTHORITY:** Any corporation signing this Lease Agreement represents and warrants that said Lease Agreement is executed in compliance with a resolution of the Board of Directors of said corporation, duly adopted by said Board and transcribed in full in the minutes of said corporation. Any individual signing this Lease Agreement on behalf of an entity represents and warrants that he has full authority to do so.

26. **MISCELLANEOUS PROVISIONS:** Time is of the essence in this Lease Agreement. The waiver of any term, provision or any default shall not constitute the waiver of any other term, provision or default. This Lease Agreement is made, and is to be performed at the office of Lessor. This Lease Agreement shall be governed by the laws of the State of Texas. If any part of this Lease Agreement shall be adjudged contrary to law, the remaining provisions hereof shall remain in full force and effect.

This Lease Agreement shall be binding upon the respective successors, assigns and personal representatives of the parties.

EXECUTED this 5th day of August, 1996.

LESSOR:

Prime Communication Sites, LLC/
Prime Communication Sites Holding, LLC.

By:

David D. Baker

David Baker
Vice President

LESSEE:

Sungilt Communications, Inc.

By:

Arlene Stevens

President

EXHIBIT 7

Exhibit 7
Declaration of Arlene Stevens

I, Arlene Stevens, declare under oath as follows:

1. I am a 25 year resident of Tucson, Arizona. I am familiar with the Tucson area, including the mountain ranges around Tucson and including Mt. Bigelow peak in the Santa Catalina Mountains.

2. I secured the weather and temperature information from the National Oceanic and Atmospheric Administration, 520 North Park Avenue, Tucson, Arizona, on December 11, 1997. I secured the wind data from the Department of Physics and Atmospheric Sciences, University of Arizona, Tucson, Arizona on December 11, 1997. Upon receipt of the wind data, I was advised that the data was taken at Mt. Lemmon, an elevation lower than Mt. Bigelow. I was advised that wind conditions at Mt. Bigelow were about 20% higher on the average than the data shown. The data submitted herein represents a typical late Winter day. I also secured the newspaper articles shown at Exhibits 10 and 12 directly from the offices of the Arizona Star, a Tucson daily newspaper. The articles are available from the Internet at www.azstarnet.com.

3. In April 1997, in submitting Exhibit A as a response to Question 6, Form 307, I stated the arrangements originally made in 1992 with the licensee of KHRN-TV for the co-location and use of existing and constructed offices, studio and production equipment. To clarify, the objective was to show a continuation.

4. On or about October 28, 1996, I learned that the Commission had granted the construction permit modification application. At about the same time, an early snow had occurred at the Mt. Bigelow site which precluded access to the site. I determined this from pre-recorded Weather Bureau telephone announcements, local television and newspaper stories.

5. On or about October 30, 1996, I contacted Mr. Skip Hamer, Chief Engineer at Sierra Pacific Technology Inc. formally offering to enter into a contract to complete construction of the transmission facility on Mt. Bigelow. A couple of days thereafter, Mr. Hamer advised that he had determined that existing and expected snow and ice conditions at Mt. Bigelow were too precarious to complete construction safely during the Winter Season. Mr. Hamer did offer to complete the construction the following Spring. Mr. Hamer died in October 1997, and thus it is not possible to get his written confirmation. Instead, attached is a statement from the President of Sierra Pacific Technology confirming the foregoing.

6. During the course of November 1996 and December 1996, on separate occasions, I determined from the Weather Bureau that traditional Winter snow and ice conditions were expected throughout the Winter. And from the Sheriff's Department, I determined that

as a result of the weather conditions, the access road to Mt. Bigelow had been closed to all vehicular traffic and would remain closed for the duration of the Winter, as dictated by past practices. The weather conditions and threats of more adverse weather and the road closures completely precluded any construction activity at the site from October 26, 1996 through April 24, 1997.

7. There are two separate roads leading to the site. I have traveled both roads. The first one begins on the valley floor at the city limits of Tucson at Milepost 1 and climbs to near the summit of Catalina Mountains [Approach Rd.]. It is alternatively named, Catalina Highway, Gen. Hitchcock Road and Mt. Lemmon Highway. It is paved but closed on an intermittent basis throughout the Winter. Local residents have access during Winter storms via snowmobiles and especially equipped 4-wheel drive vehicles.

8. Intersecting the Approach Road at Milepost 20 is the access road to the Mt. Bigelow site. It is an unpaved, narrow, steeply graded, unmaintained dirt road that rises in the center. It leads from the Approach Road to the transmitter site [Access Road]. The Forest Service closed and locked Access Rd from October 26, 1996 through mid-April 1997, except possibly for a brief period in November or December 1996.

9. Sungilt has taken all steps possible to proceed with construction. Sungilt has been unable to complete construction solely due to being precluded from doing so by weather conditions at Mt. Bigelow. The only construction remaining to be done are those tasks of installing equipment upon the existing tower and in and outside of the existing transmitter building at Mt. Bigelow.

10. As indicated above, the agreement with the licensee of KHRH-TV to use existing, in-place constructed offices, studios and production equipment and studio-to-transmitter link, with the concomitant capacity to originate and transmit programming to its transmitter site, reflected that Sungilt had done all that was needed to originate programming from its studios.

11. On August 5, 1996, Sungilt converted its agreement of understanding as to the availability of the antenna site into a formal lease with the site manager-lessee. Section 1 of the site lease agreement specifically contemplated installation of the transmission equipment by December 1, 1996. However, the weather precluded such installation.

I have read the pleading and the affidavits and statements submitted as a part of the petition for reconsideration. I certify under oath that the information provided is true and complete to the best of my knowledge and belief.

December 26, 1997

Arlene D. Stevens
Arlene D. Stevens

EXHIBIT 8

Sierra Pacific Technology, Inc.

P.O. Box 421967, San Francisco, CA 94142 tele: 415-864-8181 fax: 415-864-8181

December 17, 1997

Ms. Arlene Stevens
Sungilt Corporation Inc.
2309 North Hampton Street
Tucson, AZ 85719

Dear Ms. Stevens:

This letter is to confirm that Sierra Pacific Technology, Inc. was a company that provided broadcast engineering services to television stations on the West Coast. Our firm ceased operations in September 30, 1997 due to the death of our Chief Engineer.

In approximately October 1996, I was advised by our Chief Engineer that your representative had offered to employ our firm to install a new transmission facility on Channel 46 near Tucson. Our firm declined the project. Our Chief Engineer then concluded that the project could not be reasonably completed because of inclement weather at the site during the Winter season.

Sincerely,



Michael Uyemura
President

EXHIBIT 9

Exhibit 9
Statement Concerning Michael Stanley

I, Arlene Stevens, state under oath as follows:

On or about December 11, 1997, Mike Stanley advised Sungilt as follows. He was the President of the Mt. Lemmon Water Cooperative and has lived on or nearby Mt. Lemmon for the last 17 years. He is familiar with the broadcast antenna site on Mt. Bigelow.

In the Winter time, access to Mt. Lemmon and Mt. Bigelow has always been a problem because of snow, wind and ice. He stated that the weather is unpredictable. Storms can come without notice. Only specialized caterpillar-type vehicles can navigate most of the terrain. To his knowledge, because of the dangers, no one has ever attempted any construction during the Winter, except for emergency maintenance.

He stated that he recalls that about 3 feet of snow fell before Halloween last year. And, the Forest Service closed the road after that.

December 26, 1997

Arlene D. Stevens

EXHIBIT 10

[| Return to Search Screen |](#)

Ice, classical music don't mix

Tuesday, 4 March 1997
METRO/REGION 2B

THE ARIZONA DAILY STAR

TUCSON - Radio listeners who have had trouble tuning in KUAT's classical music station can blame snow and ice on Mount Bigelow.

"The theory is that a block of ice fell from our antenna onto our transmission line," station manager Ed Kupperstein said. The transmission problems, which began before dawn Sunday, were repaired yesterday afternoon, he said.

KUAT's transmission on 90.5 FM and the translators that feed from that signal in northwest Tucson, Sierra Vista, Safford, Bisbee, Nogales and Douglas were affected. The station has been broadcasting from Mount Bigelow in the Santa Catalina Mountains since May 1975 and occasionally has had problems with ice collecting on the antenna in mid-winter, Kupperstein said.

A simultaneous broadcast on 1550 AM and 89.1 FM - which offer National Public Radio, mainstream jazz and news magazines - was not affected. An antenna at Cortaro Farms Road and Interstate 10 is used to broadcast those signals.

Sports	Community	TV Week		NewPages	Classifieds	Marketplace
Tech Support	Subscriber Services			Money & Investing	Homes/Real Estate	
Daily News	StarTech	AP News	Dispatches	Dinner at 8	Press Pass	The Wire

EXHIBIT 11

ITW International Towers Inc.

December 17, 1997

Sungilt Corporation
2309 N. Hampton
Tucson, AZ 85719

Attn. Arlene Stevens

Dear Miss Stevens,

We at S&W Communications are very familiar with the Mt. Bigelow broadcast facility near Tucson AZ. Over the years we have installed and maintained towers and broadcast equipment for the different stations.

As to the matter of winter construction on the mountain, this is next to impossible due to the severe weather at that altitude. Mt. Bigelow is approximately 8,500ft. above sea level and is adjacent to the southern most snow skiing resort in North America located on Mt. Lemmon. Shown below are a couple of photographs during a maintenance visit to Mt. Bigelow just after an ice storm.



Winter of 1996



Winter of 1996

If you have any further questions please do not hesitate to call.

Respectfully,

Stan Klebe

Stan E. Klebe Jr.

6595 N. Oracle Rd. Suite 153 A
Tucson, AZ 85704
Phone (520) 575-9672
Fax (520) 575-965 (AZ)

7182 Rasmussen Ave.
Visalia, CA 93291
Phone: (209) 651-7850
Fax (209) 651-1739

EXHIBIT 12



[| Return to Search Screen |](#)

Winter comes early to region; 2 feet of snow on Mt. Lemmon

Sunday, 27 October 1996

NEWS 1A

Hanh Kim Quach

THE ARIZONA DAILY STAR

A storm sweeping down from Alaska dumped a record-breaking 2 feet of snow on Mount Lemmon yesterday while powdering communities around Tucson with light snow and pouring 1.61 inches of rain into the city.

Yesterday's rain, which began early in the morning, has put rainfall at above-normal for this date with 10.31 inches recorded at Tucson International Airport. The usual rainfall for the date is 10.10 inches.

After recording a warmish 61 degrees at midnight, the temperature plummeted to 48 degrees by 10 a.m. and 38 degrees by 5 p.m.

By 10 a.m., residents of Summerhaven reported 7 inches of snow. National Weather Service spokesman Randy Weber predicted the mountaintop community would get another foot by day's end.

He was right - and then some.

By 6 p.m., Summerhaven had received about 2 feet of snow, and it was still falling.

Barbara Farr, general manager of Summerhaven's Alpine Lodge, said she had seen "nothing like this since the late '70s.

"We've had flurries before and maybe a couple inches around Halloween, but never feet," said Farr, who has lived in Summerhaven for 15 years.

Droves of people tempted by the snowy peaks poking through the clouds were forced to turn around after Pima County Sheriff's Department restricted access to Catalina Highway at 7 a.m., Sgt. Michael O'Connor said.

Only mountain residents and business owners equipped with four-wheel drive or tire chains were permitted to pass beyond Prison Camp Road, he said.

Road crews were plowing last night in an effort to reopen the highway by 10 a.m. today.

according to the National Weather Service. The wettest was Oct. 1, 1983, when it rained 2.96 inches.

Star reporter Sarah Mayhew Schlosser contributed to this story.

"http://www.weather.com/" Weather Channel's online site actually makes learning about Mother Nature fun.


Photo by James S. Wood, The Arizona Daily Star

Group of hardy souls looking for snow thrill help fellow seeker stuck near Bear Canyon

Map by The Arizona Daily Star

Where the rain fell

SNOW RAIN WEATHER

Sports	Community	TV Week		NewPages	Classifieds	Marketplace
Tech Support	Subscriber Services			Money & Investing	Homes/Real Estate	
Daily News	StarTech	AP News	Dispatches	Dinner at 8	Press Pass	The Wire

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ay at 7 a.m., Sgt.



James S. Wood, The Arizona Daily Star

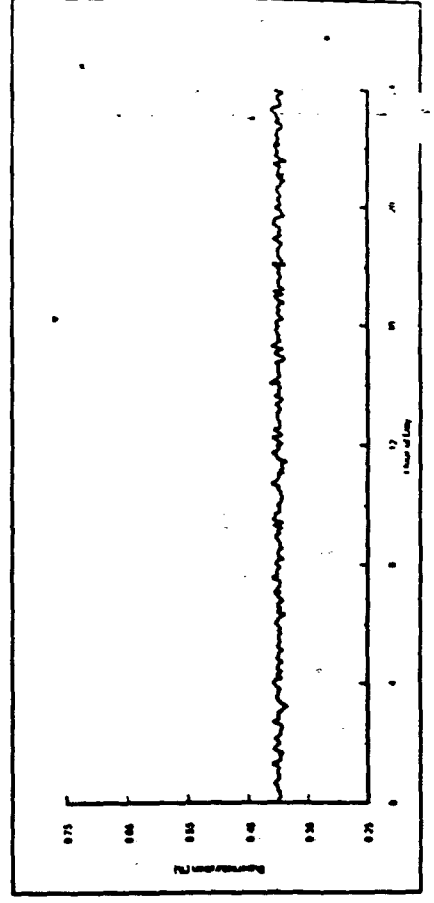
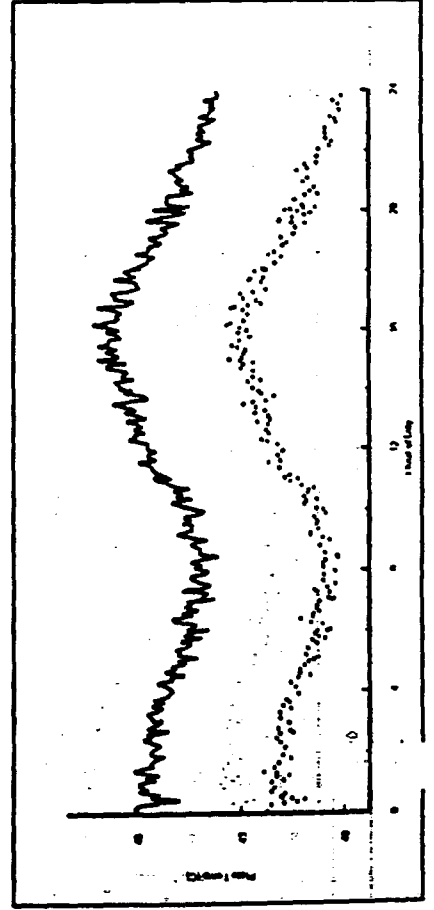
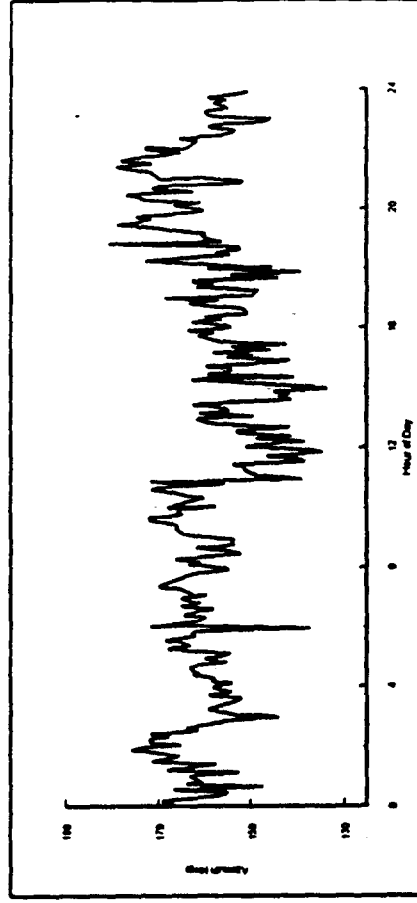
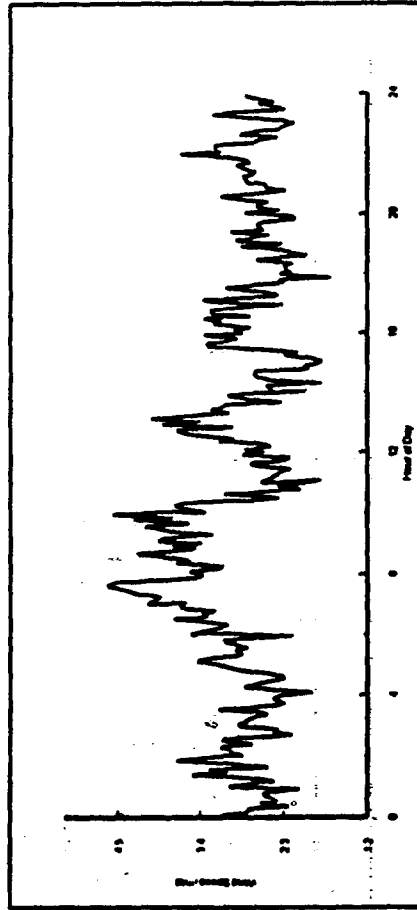
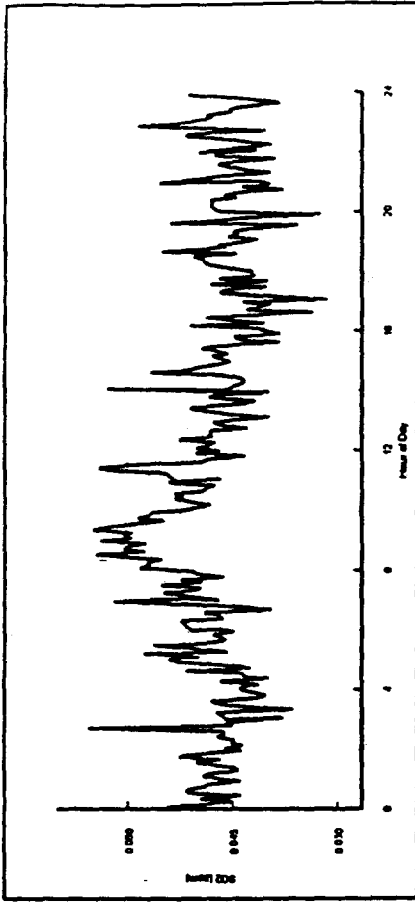
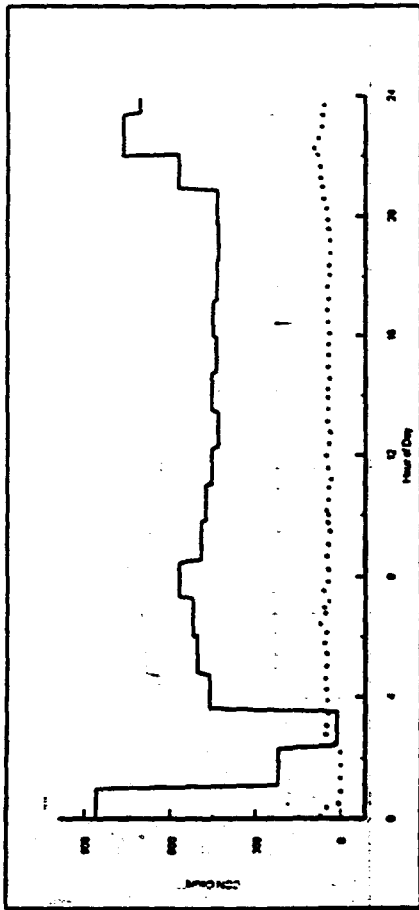
Hardy souls looking for a snow thrill help a fellow seeker stuck near Bear Canyon

Bomb suspect

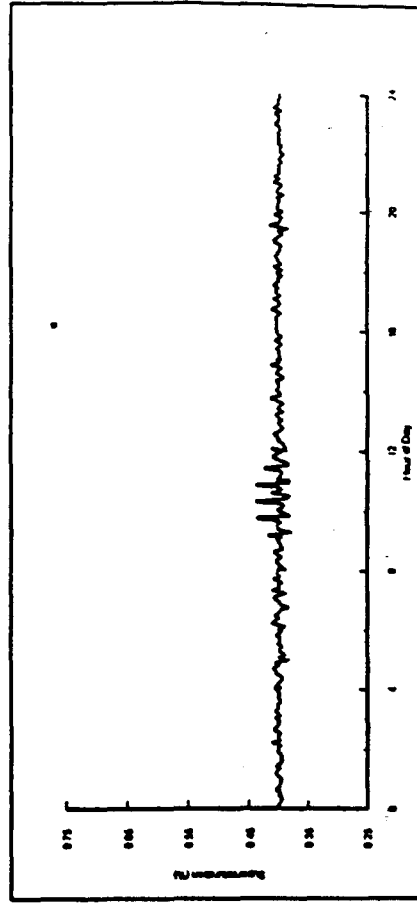
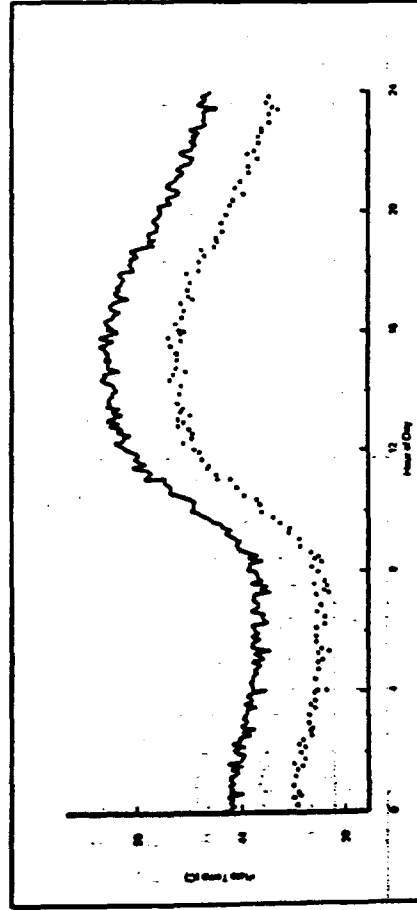
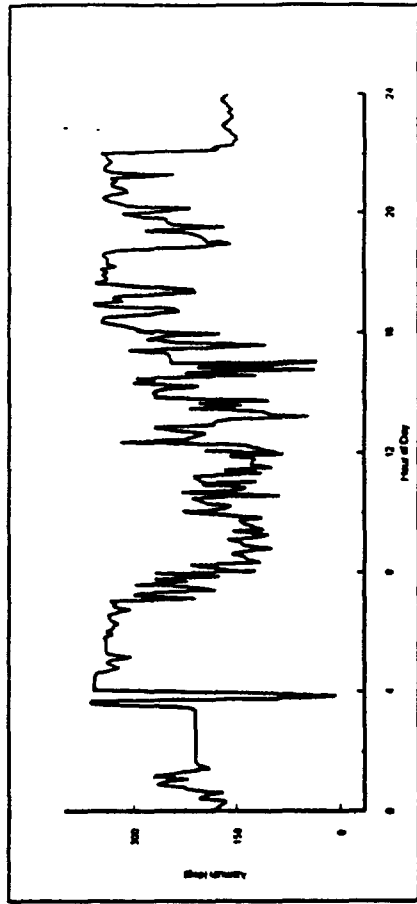
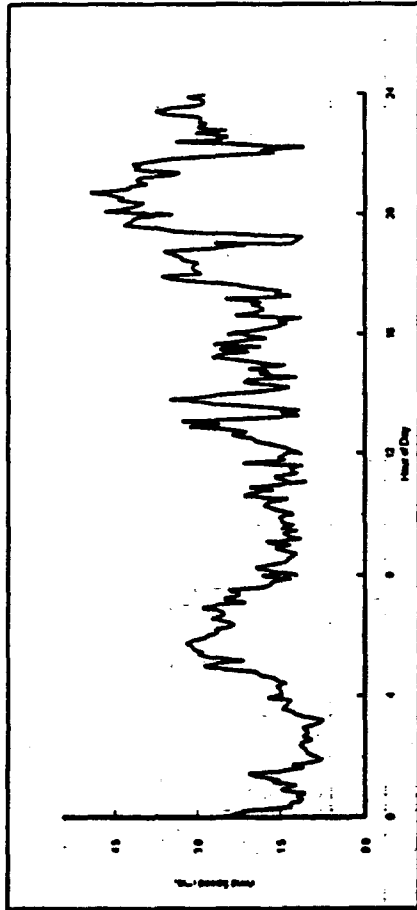
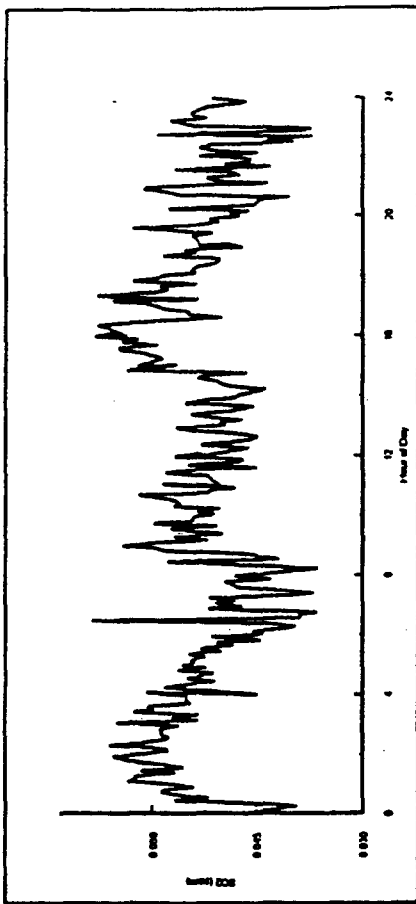
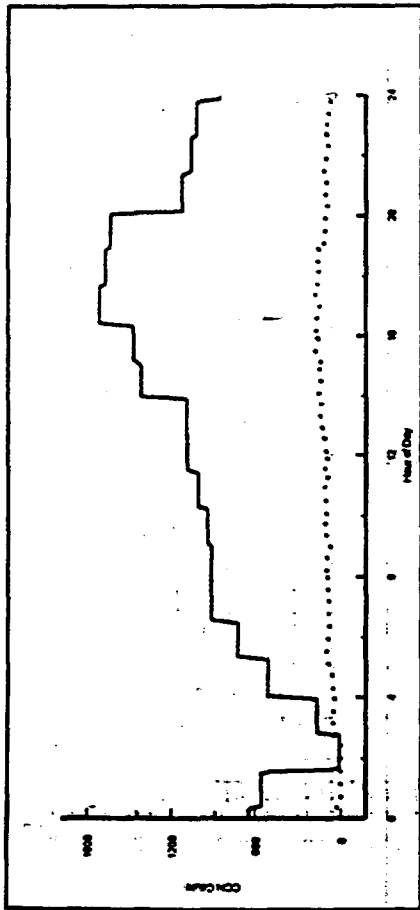
EXHIBIT 13

EXHIBIT 14

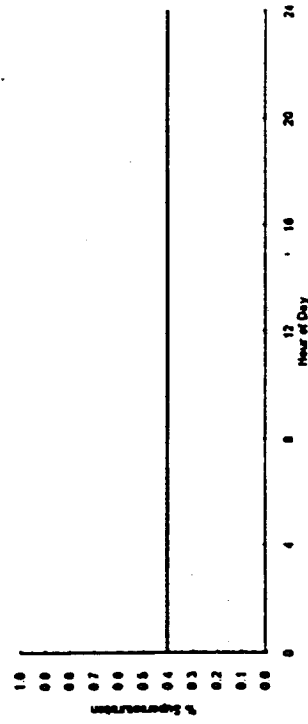
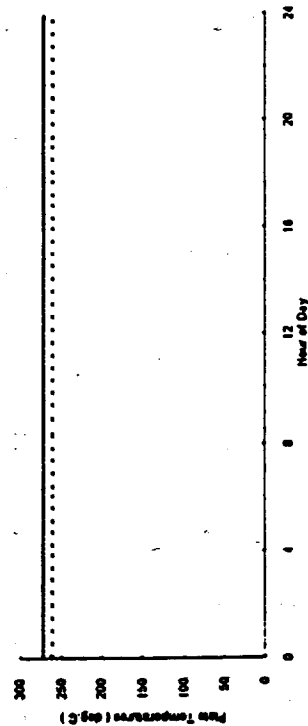
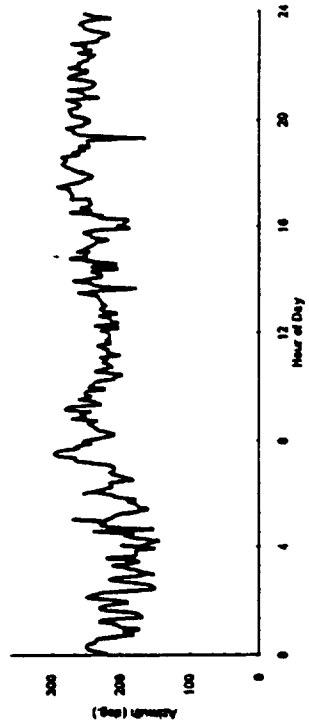
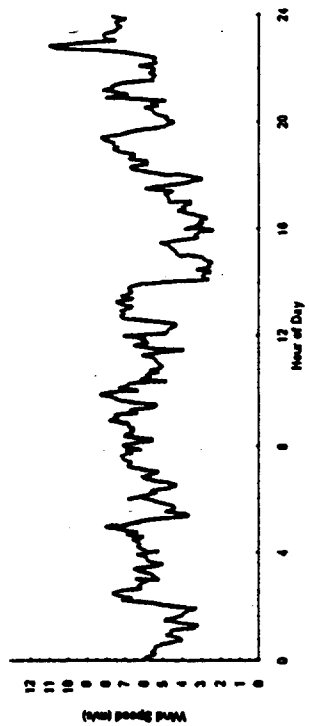
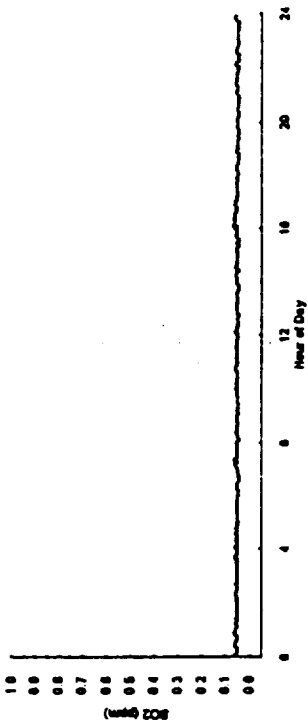
April 17, 1997



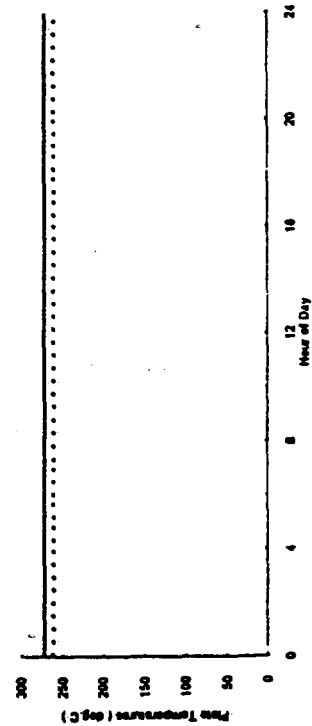
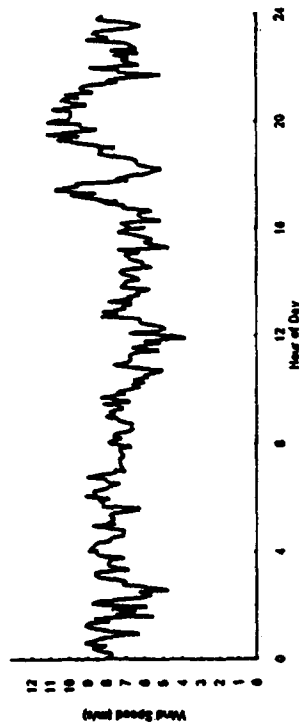
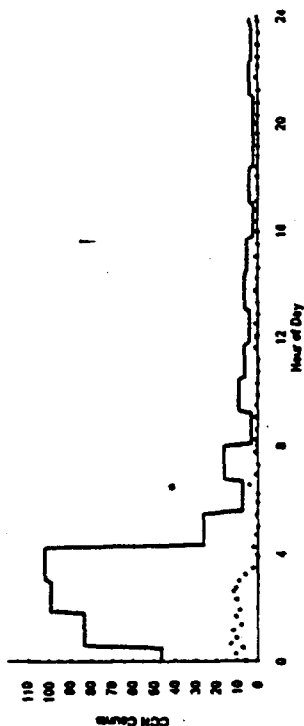
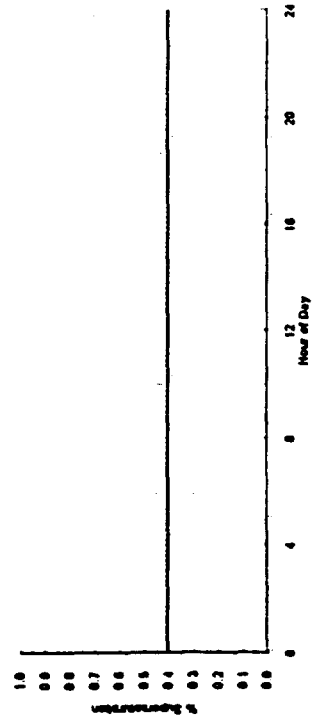
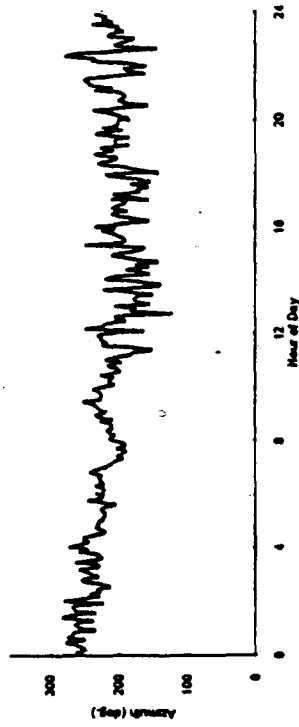
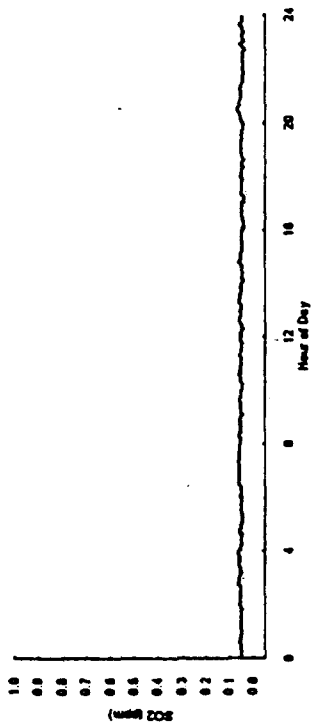
April 16, 1997



December 15, 1996



December 16, 1996



January 3, 1997

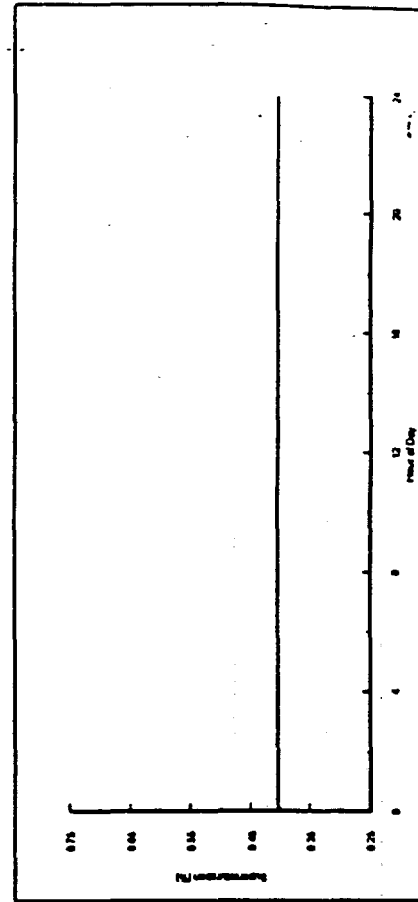
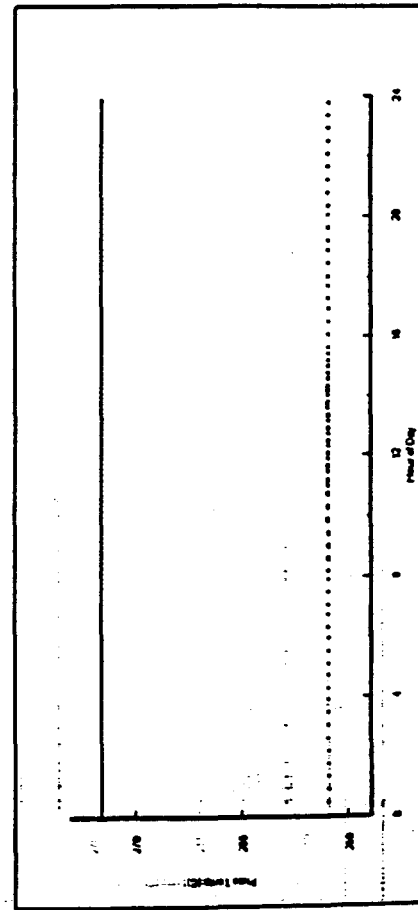
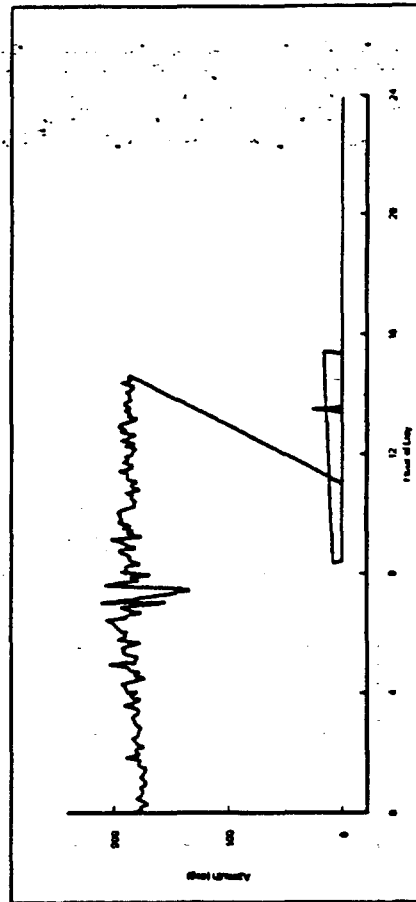
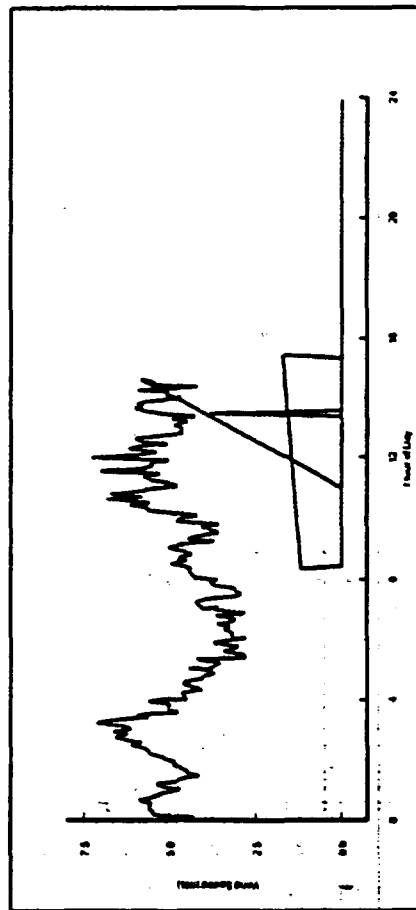
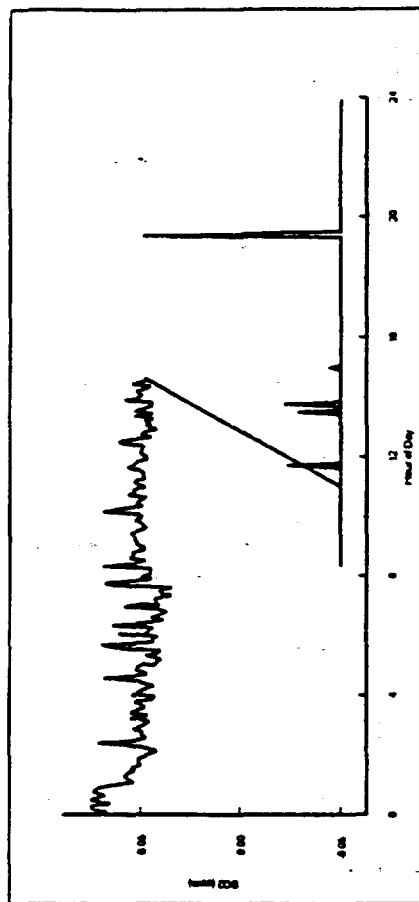
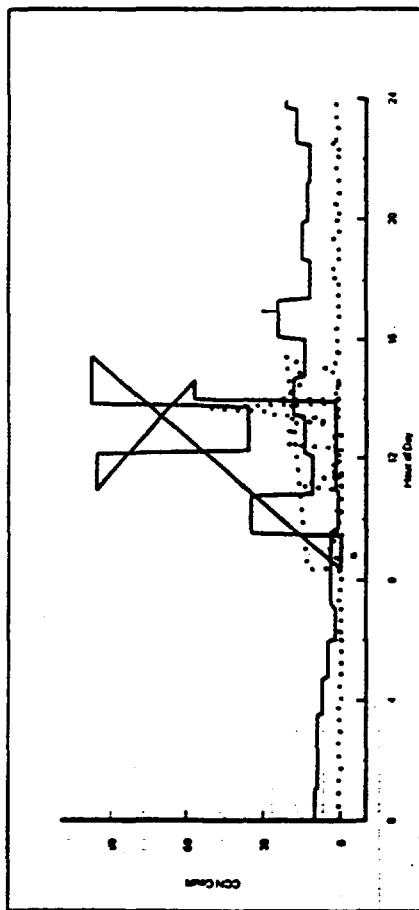


EXHIBIT 15

Exhibit 15
Statement of Consulting Engineer

I, Arlene Stevens, state under oath as follows:

On or about December 15 and December 16, 1997, Alan Nichols advised Sungilt as follows:

He stated that he was a resident of Walnut Creek, California, and has more than 20 years experience as a broadcast engineer. He has constructed television stations in the United States, Europe and Indonesia, including stations at remote transmission sites.

He stated that he examined U.S. Weather Service weather data for Mt. Bigelow for the period from November 1996 to April 1997.

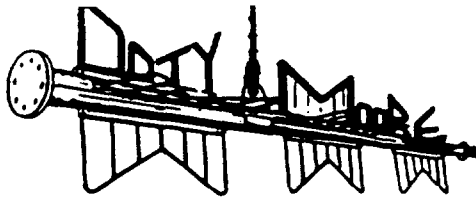
In reviewing the tasks required to install a transmitter, antenna line, antenna, power supply systems and cooling systems at Mt. Bigelow for Channel 46, he stated that the adverse weather conditions at the site would preclude such installations. He noted that the hoisting required to unload transmission equipment would not be stable. He further noted that expectant winds not only could damage antenna lines being installed, but would also put riggers in danger; and the antenna could not be properly affixed safely to an iced tower. Electrical systems could not be attached without imprudent safety hazards. And, he stated that cooling systems contents would freeze before installation.

If there were breaks in the weather (i.e., no ice or high winds and stable ground), he advised that at least four to six weeks of uninterrupted favorable conditions would have to occur to complete construction. Any partially installed equipment would likely be damaged sufficiently to require its removal and replacement.

December 26, 1997

Arlene D. Stevens

EXHIBIT 16



For Complete Tower Service

DOTY - MOORE TOWER SERVICES, INC.

Featuring Expertise & Integrity

December 16, 1997

Ms. Arlene Stevens
Sungilt Corporation
2309 N. Hampton Street
Tucson, AZ 87519

Re: Scheduling Boundaries for KXGR-TV
Channel 46
Mount Bigelow, AZ

Dear Ms. Stevens,

We have reviewed the climatological records obtained from the National Oceanic and Atmospheric Administration (NOAA) for the Mount Lemon area for the periods between October 1996 to April 1997.

Based on my experience in this industry of over 23 years, I do not hesitate in recommending a delay of initial construction until April of 1998. The practical aspects of construction and safety concerns must be looked at prior to commitment. We are not in a position to recommend construction until after the winter months are behind us.

Tower and antenna construction techniques are very strict and unforgiving. Construction must be halted in winds in excess of 25 mph. Precipitation also creates very unsafe conditions below 35 degrees. Wind in conjunction with extreme temperatures create another unsafe and potentially dangerous work condition.

These dangerous conditions effect your own liability too.

Please let us know when you would like us to proceed with additional preplanning of the project. Thank you.

Best Regards,


Donald T. Doty
President

1570 W. Beltline Rd. • Cedar Hill, TX 75104
Toll Free: 1-800-345-7191 • 972-293-1200 • Fax 972-293-1255

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In re

SUNGILT CORPORATION INC.

BMPCT--970424KF

Construction Permittee of
KXGR(TV)
Green Valley, Arizona

Application For Extension
of Time To Construct

To: Chief, Video Services Division

SUPPLEMENT
TO
PETITION FOR RECONSIDERATION

On December 28, 1997, Sungilt Corporation Inc., construction permittee of KXGR(TV), Green Valley, Arizona (Sungilt), by its President, pursuant to Section 1.106(a)(1) of the Commission's Rules, filed a Petition For Reconsideration, requesting the Chief, Video Services Division, Mass Media Bureau, to re-consider the action of November 28, 1997, denying the referenced application for extension of time to construct Station KXGR(TV), canceling the construction permit and deleting the call sign (Letter Action).

Sungilt hereby files this Supplement To The Petition For Reconsideration to clarify and confirm the following items. This supplement is filed within thirty days of December 19, 1997, the release date of the public notice of the Letter Action. Sungilt requests that the documents attached hereto be appended to its Petition For Reconsideration as indicated by the exhibit numbers shown.

A. Exhibit 15A: Declaration of Alan Nichols

Alan Nichols, a consulting engineer, confirms and clarifies the Statement of Arlene Stevens at Exhibit 15. Additional Nichols declares that installation of the transmission facility during the construction permit period would have produced imprudent safety hazards and personally endangered the tower rigger crew.

B. Exhibit 9A: Statement of Michael Stanley

Michael Stanley, the tower site maintenance person, confirms and clarifies the Statement of Arlene Stevens at Exhibit 9. Also, Stanley states that falling ice caused major damage to multiple antennas and that record seasonal snowfalls left thirteen feet of snow on the transmitter site.

C. Exhibit 4A: Statement of Steve Hensel of
U.S. Forest Service

Steve Hensel, the official of the U.S. Forest Service, confirms and clarifies the Declaration of Glen Isaacs at Exhibit 4. In addition, he states that the access road to the site (a) has several segments that hold snow and ice well after any storm (b) has several outslope areas that can send vehicles sliding below into the trees when ice is present (c) has never been snow-plowed to provide vehicular access.

D. Exhibit 1A: Declaration of Mike Pechner

Mike Pechner, a meteorologist, confirms and certifies as true, his Letter Statement of December 22, 1997.

E. Exhibit 3A: Declaration of David Baker

David Baker is the transmission site Owner/lessor. Baker confirms and declares as true his Statement of December 22, 1997.

F. Exhibit 8A: Declaration of Michael Uyemura

Michael Uyemura is an official with Sierra Pacific Technology Inc., the installer of the station's transmission facility. Mr. Uyemura declares as true his Statement of December 17, 1997.

G. Exhibit 11A: Declaration of Stan Klebe

Stan Klebe, a transmission facility installer, confirms and declares as true, his Letter Statement of December 17, 1997.

H. Exhibit 7A: Supplemental Declaration of Arlene Stevens

Arlene Stevens, President of the construction permittee, further declares that on or about January 9, 1998, she communicated with Michael Stanley and other tower users and was advised that on or about March 2, 1997, warming and falling ice from the broadcast tower and falling trees at the site caused major damage to several broadcast antennas, forcing some area broadcast stations off the air, requiring emergency work crews. Moreover, the freezing weather caused failures in the emergency specially-equipped vehicles, rendering all of them unusable. Specifically, the vehicles of Trico Electric Cooperative; KGUN-TV (ABC) and KUAT, Channel 6 (PBS), all failed to function: one of them caught fire, while another one blew a clutch. Also, the site lost power for several days.

Sungilt maintains that the attached supplemental declarations confirm that throughout the construction permit period adverse weather and threats thereof and actions of a government agency in closing access to the antenna site - factors beyond the permittee's control - precluded additional construction. Thus, Sungilt has demonstrated that it has more than satisfied the requirements of

the rule to justify grant of its extension application.

Sungilt requests reconsideration, re-instatement of the construction permit, grant of the extension application and re-instatement of the call sign.

Respectfully submitted,
Sungilt Corporation Inc.

By: Arlene Stevens
Arlene Stevens
Its President

Sungilt Corporation Inc.
2309 N Hampton Street
Tucson, Arizona 85719

January 16, 1998

38

Statement of Alan Nichols

I, Alan Nichols, of 2360 La Salle Dr., Walnut Creek, California, certify as true and state as follows:

I have twenty five years of experience as a broadcast engineer. I have installed television stations in different countries, including remote and mountainous regions. I am currently Chief Engineer at KCNS-TV, San Francisco, acting as a consultant to Sungilt Corporation concerning installation of KXGR, Channel 46.

I have reviewed the weather data taken from the reporting station at Mt. Bigelow, Arizona for the period October 1996 through April 1997 in an effort to determine if in the specified months there was a period where installation of the Channel 46 antenna, transmission line and transmitter could have been successfully completed.

I have concluded that installation of the KXGR(TV), Channel 46 transmitting facility on Mt. Bigelow was not possible because of hazardous weather conditions, including the closure of the access road to the site by the U.S. Forest Service.

Construction during this period would have been unsafe. Each section of the antenna and each section of the transmission line must be hoisted up on the tower and placed in position by a tower rigger crew. The weather conditions were such that variations and wind gushing and freezing snow and rain were encountered, thereby putting the crew and the equipment at risk. It is felt that the hazardous weather conditions would prove to be detrimental to personal safety and provide a means to damage the transmission line sections. Similarly, installation of the cooling and electrical systems would have presented safety hazards due to weather exposures and weather-related damage to the equipment. Damage to any construction actually done would have to have been repeated following the end of the hazardous weather period.

Although there may have been several days when the weather may have permitted access to the site, the project requires efforts over several continuous weeks to install the transmission equipment and weather proof the transmission line. The weather data does not show sufficient sequential calm days during the time from 10 October 1996 to 25 April 1997 to provide a practical and safe installation.

January 8, 1998


Alan Nichols

~~MICHAEL A. STANLEY~~ - - - -

P.O. BOX 669

MT. LEMMON, AZ.

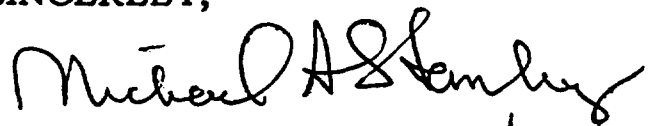
85619-0669

I WAS REQUESTED TO GIVE INFORMATION ON THE ACCESS TO THE TOWERS ON MT. BIGELOW, NORTH OF TUCSON, ARIZONA. I AM THE MAINTENANCE PERSON FOR THIS SITE. I'VE LIVED IN THE SANTA CATALINA MOUNTAINS AT SUMMERHAVEN/ MT. LEMMON FOR 17 YEARS. THE ROAD TO THE SITE FROM TUCSON IS PAVED AND IS USUALLY PASSABLE IN THE WINTER. THE LAST 4 MILES TO THE SITE IS A DIRT ROAD. THIS SECTION IS FOREST SERVICE AND IS LOCKED FROM MID OCTOBER TO LATE APRIL. A SNOW CAT IS REQUIRED FOR travel THESE LAST MILES. MAJOR WORK AND CONSTRUCTION TAKES PLACE MAY TO NOVEMBER. LAST YEARS SNOW STARTED BEFORE THE END OF OCTOBER WITH TWO FEET. THE YEARS TOTAL WAS THIRTEEN FEET. ON MARCH SIXTH THE TOWERS ANTENNAS RECEIVED MAJOR DAMAGE FROM FALLING ICE. EMERGENCY REPAIR CREWS HAD TO BE SHUTTLED IN VIA SNOW CATS AND SNOW MOBILES.

IN MY OPINION THE LOGISTICS OF CONSTRUCTION DURING THE WINTERS ARE ALL MOST IMPOSSIBLE ONCE SNOW HAS FALLEN. THE IDEAL TIME FOR MAJOR WORK IS APRIL TO OCTOBER.

IF YOU HAVE ANY QUESTIONS ON THIS MATTER OR ANY THING CONCERNING THE MT. BIGELOW SITE PLEASE CALL ME AT 520-576-1505.

SINCERELY,

A handwritten signature in dark ink, appearing to read "Michael A. Stanley". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Stanley".

MICHAEL A. STANLEY

12/29/97

United States
Department of
Agriculture

Forest
Service

Santa Catalina
Ranger District

5700 N. Sabino Canyon Rd.
Tucson, AZ 85750
Telephone: (520) 749-8700
FAX: (520) 749-4719

Reply To: 7700

Date: December 19, 1997

Glen H. Isaacs
1504 Bryant Street
San Francisco, California 94103

Dear Mr. Isaacs

In response to your letter dated December 15, 1997, I can relate the following observations concerning vehicle access on Bigelow road, located on the Santa Catalina Ranger District, Coronado National Forest. I understand the period you are interested in is October 27, 1996, through April 24, 1997.

Part of my assigned duties as a Forestry Technician is to close service roads located in the higher elevations on the Santa Catalina Mountains when weather conditions make the roads unsafe for public travel. Bigelow road is one of 5 roads I close to normal vehicle traffic usually when snow and ice is present. The gate to control access is located approximately 1.5 miles from the electronic sites located on Mt. Bigelow. The physical nature of The Bigelow road is a dirt, one lane, mountain road. This road has several segments that hold snow and ice well after any winter storm has passed. On approximately October 30, 1996, a strong winter storm dumped two feet of snow in the area. I closed the gate controlling vehicle access to Mt. Bigelow at this time. There was a warming period in November when I opened several roads for a short time of several weeks but at this time I can not remember if Bigelow road was one of them. If Bigelow road was not opened during a short warm spell it would of been closed approximately from October 30, 1996 to the beginning and maybe to mid April. Bigelow road is poorly maintained with several outslope areas that can send vehicles into the trees below if ice is present. The road has, never to my knowledge, been snow-plowed by the Forest Service or Pima County to provide vehicle access.

If you have any question or require any other information concerning this issue please contact Steve Hensel at (520) 749-8700.

Sincerely,



Steven Hensel
FORESTRY TECH.

Declaration

C signed

I, Michael Pechner, declare that the information contained in my letter dated Dec 22nd 1997 to Arlene Stevens, Sungilt Corporation Inc. is true to the best of my knowledge and belief.

Dated: January 13th 1998

Cordeira Calif. 94585

Declaration

I, David Baker, declare that the information contained in my letter dated December 22, 1997 to Arlene Stevens, Sungilt Corporation Inc. is true to the best of my knowledge and belief.

Dated: January 13, 1998

David D. Baker
David Baker

Declaration

I, Michael Uyemura, declare that the information contained in my letter dated December 17, 1997 to Arlene Stevens, Sungilt Corporation Inc. is true to the best of my knowledge and belief.

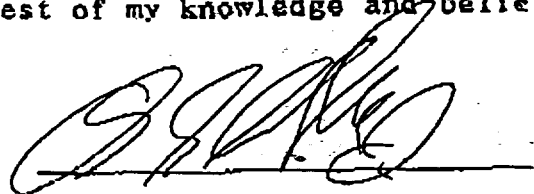
Dated: Michael Uyemura 1-13-98

Declaration

I, Stan Klebe, declare that the information contained in my letter dated December 17, 1997 to Arlene Stevens, Sungilt Corporation Inc. is true to the best of my knowledge and belief.

Dated: _____

1/14/98

A handwritten signature, likely of Stan Klebe, written in dark ink over a horizontal line. The signature is stylized and cursive.

Supplemental Declaration of Arlene Stevens

I, Arlene Stevens, further declare as follows:

On or about January 9, 1998, I telephoned Michael Stanley. He advised me that in early March 1997, falling ice from the various broadcast towers at the transmitter site, caused major damage to the antenna transmission lines of KUAT-FM, KUAT-TV and KGUN-TV. He advised that the broadcasters concluded that the ice fell because of warming temperatures, high winds and falling trees. As a result of the damage, emergency work repair crews were dispatched. The crews used specially equipped emergency vehicles. All of the emergency vehicles were rendered non-functional in the freezing weather. One of the vehicles caught fire, while another one blew a clutch. I note that the Arizona Star reports that day as March 2, 1997 [Exhibit 10] and that Weather Bureau data for that day shows a low temperature of 15 degrees [Exhibit 2, sixth page].

On January 16, 1998, Ed Kupperstein, Station Manager at KUAT-FM confirmed that falling ice damaged their transmission line forcing them off the air. And, Ron Stewart, Chief of Technical Services at KUAT-FM confirmed to me that the emergency vehicles failed to function during the incident.

I declare under oath that the above is true and complete to the best of my knowledge and belief.

January 16, 1998

Arlene Stevens